UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

Toye M. Martin

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Genesee County, Michigan within the jurisdiction of this Court and may be served with service of process at 2965 Mackin Road, Flint, Michigan 48504.

The Debt

3. The debt owed the USA is as follows:

| A. Current Principal (after application of all prior payments, credits, and offsets) | \$1,963.56 |
|--|------------|
| B. Current Capitalized Interest Balance and Accrued Interest | \$3,386.84 |
| C. Administrative Fee, Costs, Penalties | \$30.00 |
| D. Credits previously applied (Debtor payments, credits, and offsets) | \$0.00 |

E. Attorneys fees

\$0.00

Total Owed

\$5,380.40

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION

CERTIFICATE OF INDEBTEDNESS SAN FRANCISCO, CALIFORNIA

Name:

Toye M. Martin

AKA:

N/A

Address:

7499 Gillespie Ave.

Flint, MI 48505

SSN

Total debt due United States as of:

07/09/97

\$2,983.48

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$1,963.56 from 07/09/97 at the annual rate of 8%. Interest accrues on the principal amount of this debt at the rate of \$0.43 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 08/09/89 the debtor executed promissory note(s) to secure loan(s) from Bank One, Merrillville c/o USA Funds - Indianapolis, IN under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 2/28/90 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$127.56, thereby increasing the principal balance due to \$1,963.56.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:

\$1,963.56

Interest:

\$1,019.92

Administrative/Collection Costs:

\$0.00

Penalites:

\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

7/17/97 (Date)

Loan Analyst

| STATE STUDENT ASSISTANCE COMMISSION OF THE STUDENT ASSISTANCE COMMISSORY NOTE for a Guaranteed Student Lo | | |
|--|-------------------------------|--|
| WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USÇ 1097. 05 252 | | |
| SECTION I — TO BE COMPLETED BY THE STUDENT — READ THE INSTRUCTIONS — TYPE OR PRINT IN INK Social Security Hamber 2A Last Name, First, M.I., Permanent Home Address 23 Correct Item 2A in this space | | |
| 4208 Jeffenson GARY In Name HARTIN TOYE I | 1 | |
| Correct item 1A in this space. Address 4208 John Fer | SOL | |
| City, State, Zip GARU In: Birthdate Driver's License Area Code/Phone No G. U.S. Citizenship Status (check one) Alien ID No. | 40 | |
| State No. N/A Phone I filipible 2 Non-Citizen 2 Non-Citizen | <u> </u> | |
| Name Street, City, State, Zip Area Code/Phone No. | | |
| WANDO DOUIS 4222 MASS. GARY IN 40 | •, | |
| Intended Enrollment Status (check one) Major Course 1, 100 Regulated Loan Amount Loan Period For Mo. Yr. | 2 <u>0</u> 4 Mo. Yr. | |
| 1 Full-time 2 At least half-time 2 At least half-time 5 From 8-89 To C Have you get the defaulted on an Education Loan? (check one) If you prove the defaulted on an Education Loan? (check one) If you prove the defaulted on an Education Loan? (check one) | 19-5 | |
| If yes, carefully read instructions. 1 Yes 2 No. If yes, carefully read instructions. 1 Yes 2 No. If no, complete 13A through 13E with zeroes. | 2 No | |
| most recent GSL. your most of your most recent GSL. Your most recent GSL. From MA To | Mo. Yr. | |
| Total unpaid balarice of all your Guaranteed Student Loans of any portion of these loans included in your Consolidation Loan. Name and Address of Previous Lender, if any. | , . 2 . | |
| SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEMS 15, 16, AND 198. | | |
| 16. TEMPORARY SCHOOL ADDRESS AND PHONE | き い・4 | |
| Description Note for a Computed Student Loop | | |
| Promise To Pay I. The undersigned berrower promise to pay you or your order when this Note occomes the acting certain equal to the loar amount have requested in Section 1. If EM 10 of this Application or any lesser amount which, the Medicaged to me in the Notice of Loan Qualantes and Disclosure Statement or the amount advanced to me, plus pieces and only other certains which will not sign this Promissory Note I will not sign this Promissory Note I will not sign this Promissory Note in the Notice of Loan Qualantes and Disclosure Statement or the amount advanced to me, plus pieces and Disclosure Statement and any agreement I sign. By and only other continues that I have received an of this Note. | dvised. | |
| institut his high lighter in the Apalication Booklet out | 2 4 | |
| Signature of Student Borrows Signature of Student Borrows Notice to Student Terms of the Promissory Note continue on the reverse side Belain copy D for your percent | de la companier | |
| SECTION II — TO BE COMPLETED BY THE SCHOOL | | |
| Code | 23E Con Item In this st | |
| 8200 GEORGIA STREET | by Loan | |
| MERRILLVILLE, IN 46410 Completion Date Mo. Day Yr. Mo. Day Mo. Day Mo. Day Yr. Mo. Day Mo. | • | |
| Family Adjusted Gross Income 27 Estimated Cost of Attendance 28 Estimated Financial Ald 29A Expected Family Contribution of 28 For Loan For Loan Period \$7,,205.00 Period \$2,359.00 \$103.00 Period \$4,75 | s the sur | |
| Recommended Mo. Day Yr. Mo. Da | | |
| I have read and understand the Signature of Authorized Nin Ald Director Type or Print Name and Title JAN LOFTIS . Date | | |
| printed on the back of the Application. 70 // THE LENDER 8/10, SECTION III — TO BE COMPLETED BY THE LENDER 33 | /89" | |
| Name and Address of Lending Institution, And the state of | | |
| C/B USA FUNDS | • • • | |
| INDIANAPULIS, IN 46250-0429 Mo. Day Yr. Mo. Day Yr. Mo. Day Yr. | Day Yı | |
| Signature of Authorized Lending Official Area Code/Phone No. 22 For Lender Use Only | | |
| 5 Type or Print Name and Title Date Date | <u></u> | |
| | | |

Additional Terms of the Premissory Note for a Guaranteed Student Loan

TI. Date Note Comes Due. Will repay this loan: 1) In periodic matalinems:

Desirably no little than the end of my grace period at disclosed to me in the Notice of Coan
Guarantes and Disclosure Statement; or 2) in full immediately (I fail to enroll at and attand the
Section) which certified this Applicably for the excellent period intended, in which case I will
protection the coarse period. During the brace period, I may request that repayment may
begin before my grace period ends.

III. Interest. I apros to pay an amount equivalent to himple interest on the unpaid of the problem is a paid in full. If have an official position of the unpaid of the problem is a paid in full. If have an outstanding Student Loan(s) with an interest rate of 1%, 8% of 9%, the interest rate on the loan will be same as that on my obtained position (panels). If have no outstanding Guaranteed student Loan, the interest rate of this loan will be 8%. The Notice of Loan Guaranteed in the sudent Loan, the interest rate of this loan will be 8%. The Notice of Loan Guaranteed in the sudent Loan the interest rate of this loan will be sufficiently be supposed in the sum of th

IV. Origination and Guerantee Fees, twil but to you an origination less mot to exceed the percentage of the loan amount that is authorized by Federal law. You will deduct this like proportionately from each disbursement of principal of the least. I will also bey you an amount equal to the querantor for this loan. I am entitied to excluding all the origination and quarantee less pain in perpet to this hote, if I pay back this Note in full within 160 days of disbursement exist any in the ungested loan that to you, the emount of the prightening and glast pains are such as dispussed to me on the Notes of Loan Guerantee and Discussing Statement.

Notice of Loan Guarantee and Placiosure Sugment.

V. Default. I will be in default and you have the right of give me notice that the whole cultatanting principal balance plus any unbaid interest rowe is due and payable at once if I fall to make an installment payment when due, or to pleat either terms of the Frontistory Mote moter Circumstances where the outermore finds it reasonable to concurre that I no longer moter circumstances where the outermore finds it reasonable to concurre that I no longer mission and the property of the first shall be seen that in companion to the property of the property of the strength of the property of the property of the strength of the property of the property of the which you may provide by the publication of the property of the property of the which you may be replied by the property of the property

W. Late Charges and Collection Costs, it any required in-stalment playment has not reached you within to days after its due gate or if I fail to provide writer evidence that verifies my eligibility to have the payment deterred by described under determent. Farentated Will, you may it permitted by law, bit me for a late charge of the maximum rate parmitted which tast charged that not exceed the capte for each goiler of the late installment. If I fail to pay any of these amounts when they are due, I will pay all charges and other costs, including the alatusary authorized less of an autains attorney and court

count that are re-minion by Bodoral law and regulating to the collection of this today while

VII. Additional Agreements. The proceed of this loan will be ent to the school lead on my Application pour be used only for education expenses. Any notice requires to be given to my Application pour be used only for education expenses. Any notice requires to be given to my Application of the used on the water of the latest age of the your purpor rights. He provision of this flote can be water or modified except the withing in the guarants to report my loan(s) because I have all the rights of the flote can be water or modified except I have all the rights of the flote flote of the flote can be water or modified except I have all the rights of the flote flote of the flote of the flote and the flote of the flote expense is not expense of the flote expense of

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Interest at least sport of the bright sport of the capture during any period described under least at 1 guestly for postbonement of my payments during any period described under a DEFERMENT in this Promiseary Note, or if the Lender grants "pripagances," those periods will not be included in the 5- and 50-year periods mantioned above in the periods and the periods of this least will be self bit in 3 and continues of repayment had apply to this least will be self bit in 3 applicable forms and continues of repayment sendone, that the Lander will provide to the period begins. I but the capte of the least may grant the self-better that the Lander may grant the self-better than the least will be self-better than

Date alliT

35ACI Form 235 3/85 (Cashier, Treasuler)

Lenuer Agreement; and by the State of Indiana of the underlymed and acceptance by the State of Indiana of transfer of this instrument in consideration thereof, the State of Indiana has not waived any rights that it may have against the undersigned pursuant to the terms of the storesaid Lender Agreement.

4) upon payment in full by the State of Indians of the claim submitted by the undersigned pursuant to the aloresaid Lender Agreement, the State of Indiana will have discharged all of its obligations to the undersigned arising bander. Agreement: and Lender Agreement; and so its of the state of the state

2. Disclaims the implied warranty that it has no knowledge of any followency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has the worldge of any such proceeding it has disclosed the same to disclaimed.

3. Acknowledges that: 3. Acknowledges that:

a) no deterine or any pency is 9000 against the undersigned; and the undersigned is not in default under the terms of that certederal Reinzurance ("Lender Agreement") between it and the state of Indiana, in accordance with which payment of and anteed by the State of Indiana. a) no detense of any party is good against the undersigned; and

Pay to the order of the State of Indiana without recourse, provided, undersigned hereby expressly; 7. Warrants that: undersigned hereby expressly:

Borrower Certification

idealars under penalty of portury under the laws of the United States of America that the solidwing is true and correct. I. the sortuper, as mily that the information contained in Section 1 of this Application is true, complete and correct to the beat of my knowledge and belief and the made in good latte. I hereby sufficients life solids to the beat of my knowledge and belief and the made in good latte. I hereby sufficients life solids to the beat of my knowledge and belief and the made in but to the Lender any return a figure of the cases to the Lender any requestion to the lender any requestion of containing of the lender any requestion, so their agents, any requestion information partition to this loan tell, application will be used for entirection expenses for the loan tells, any requestion of the containing at the sphool bearing in Section 1. I understand that in the immediately repeated by this fundamental the sphool bearing in Section 1. I understand that in the immediately my sufficient and the latter of the loan tells and the sphool bearing in Section 1. I understand that in the fundamental state of the containing in the sphool bearing in Section 1. I understand that in the sphool bearing in Section 1. I understand that in the sphool bearing in Section 1. I understand the sphool page in the sphool bearing in Section 1. I understand the sphool page in the sphool bearing in the

XI. Cr If I default

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I CERTIFY UNDER THE PERJURY THE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE NAME